Statement of Work #3

This Statement of Work #3 ("**SOW**") is entered into effective as of this 26 day of March, 2021 (the "**Effective Date**") by and between Springload LTD ("**Developer**") and IETF Administration LLC ("**IETF LLC**"). This SOW is incorporated into, and forms a part of, the Developer Services Agreement, dated 11 August, 2020 and extended 17 December 2020 by and between the parties (the "**Agreement**"). Any term not defined herein shall have the meaning ascribed to it in the Agreement. This SOW must be signed by both parties to be effective.

1. Description of Services. Developer agrees to provide software development and support services described below (collectively, the "**Services**") to IETF LLC.

   A. **Automated Snapshot Services**. Developer agrees to build a system to overwrite the Preview/Test database and media with Production overnight or via a command line.

2. Practices. Developer agrees that all configurations and documentation it develops in connection with the Services will meet a commercial standard of quality.

Developer agrees to use the version repository specified by IETF LLC and the issues tracking system specified by IETF LLC.

3. Acceptance. Developer will promptly provide IETF LLC with the most recent version of a deliverable upon completion. IETF LLC will test and evaluate the deliverable to determine whether it conforms to the agreed upon specifications and requirements and will provide a written notice to Developer of its acceptance or of the deliverable's nonconformity specifying why and how the deliverable is not acceptable to IETF LLC. If Developer receives a notice of a nonconformity from IETF LLC, it will promptly and at no expense IETF LLC remedy the error or deficiency to ensure that the deliverable does conform to the applicable description and criteria and submit a revised deliverable to IETF LLC. IETF LLC will conduct such further tests and evaluations on the deliverable as it deems necessary and either accept or reject deliverable. If the deliverable is not accepted, Developer will at its own expense take whatever steps are required to ensure that the deliverable is acceptable to IETF LLC. If Developer fails to remedy the error or deficiency within thirty (30) days of initial receipt of a notice of nonconformity from IETF LLC, IETF LLC may hire a third party to remedy the error or deficiency at Developer's expense.

4. Management. Developer's primary technical contact at the IETF LLC for this SOW will be the Tools Team Project Manager. The IETF LLC primary technical contact will be generally responsible for overseeing Developer's performance under this SOW and providing related instructions and feedback to the Developer.

Contractor may refer to certain RFC documents published by the IETF Community as a reference and guide to the intended nature of certain Services where relevant, but any instructions, interpretations or directions provided by the IETF LLC primary contact to Contractor shall supersede the content of RFCs and control for purposes of Contractor's performance of the Services under this SOW.

While Developer will work with the IETF LLC primary technical contact in the ordinary course of the Services, the IETF Executive Director shall at all times have the authority to provide additional instructions, feedback and other direction to Developer. In the event of a conflict between the direction received from the IETF LLC's primary contact and the IETF Executive Director, Developer will provide written notice of the conflict and ask for clarification, provided that instructions received from the IETF Executive Director shall supersede those received from any other IETF LLC contacts.

During the term of this SOW, Developer shall keep IETF Executive Director, and the IETF LLC primary technical contact informed of the status of the development and Services. Notwithstanding the foregoing, Developer is solely responsible for fulfilling its obligations under this SOW, and the IETF LLC designees will be responsible for providing timely feedback and decisions to inform the approach to development, performing user acceptance testing and approving development work conducted before deployment/release. User acceptance testing and approving development work does not mean that IETF LLC has checked, debugged or otherwise validated that Developer's work is free from error.

5. Key Personnel. The following individuals are Key Personnel as described in the Agreement for purposes of the Services described in this SOW:

> Eugene Dementiev, DevOps
> Ali Haghnia, Project Management

6. Fees:
The Agreement and IETF LLC policies shall dictate the terms of payment and reimbursement for expenses.
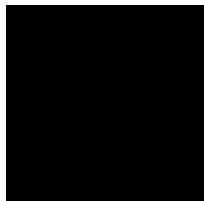
[redacted]

Fees will be invoiced on the last day of the month according the following schedule unless agreed otherwise.

To the extent IETF LLC and Developer wish to change the scope of the Services and deliverables, the parties will agree in advance to such changes in scope and any additional fees payable for such Services or deliverables, if applicable.

7. Term: This SOW shall be effective as of 26 March 2021 and shall remain in effect until 31 December 2021, after which IETF LLC and Developer may agree in writing (email to suffice) to extend the term of this SOW for an additional period. In the event the term of this SOW extends beyond the term of the Agreement, the terms and conditions of the Agreement will remain in effect for the benefit of this SOW only.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.
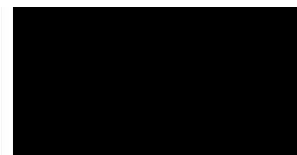
IETF ADMINISTRATION LLC

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By: Jay Daley
Title: IETF Executive Director
Email: exec-director@ietf.org

SPRINGLOAD LTD:

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By: Logan Hodson
Title: Client Services Director
Email: logan@springload.co.nz